MASTER AND SERVANT—INJURY FROM DANGEROUS MACHINERY—PROMISE TO REPAIR—ASSUMPTION OF RISK.—RICE v. EUREKA PAPER CO., 75 N. Y. Sup. 49.—Plaintiff worked on a defective rag-cutter. He knew the danger but was induced to remain at work by defendant's promise to repair. He was injured before the expiration of the specified time. A divided court *held,* plaintiff assumed the risk.

The assumption of risk in employment is contractual in nature. By promising to repair defective machinery does master create a new contract by which he assumes risk? The majority feeling constrained to follow N. Y. decisions decide in the negative. *McCarthy v. Washburn,* 42 App. Div. 252; *Marsh v. Chickering,* 101 N. Y. 396. The minority answer affirmatively in agreement with Cooley on Torts, 559-60, the U. S. Supreme Court, and decisions of other states. *Hough v. Ry. Co.,* 100 U. S. 213; *Ferriss v. Machine Works,* 90 Wis. 541.

NEGLIGENCE—LIABILITY OF LESSOR—MCCABE'S ADMX. v. M. & B. S. R. CO., 66 S. W. 1054 (Ky.).—By authority of the legislature M. & B. S. R. R. had been leased to C. & O. R. R. Owing to negligence of lessee in operating one of its trains over the leased line intestate was killed. In suit brought by administratrix to recover damages lessor and lessee were joined as defendants. It was argued by defendants that lessee was alone responsible. *Held,* that the lessor was liable for the torts of the lessee.

The tort here was not caused by any defect in instruction, but solely by the negligence of lessee. It is not settled whether the lessor is responsible for the torts of the lessee, but the best cases seem to hold as in the main case. *R. R. v. Brown,* 17 Wall. 450; *Balsley v. R. R. Co.,* 119 Ill. 68; *Southern R. R. v. Bouknight,* 70 Fed. Rep. 442; *Nelson v. R. R.,* 26 Vt. 717. Some very carefully considered cases, however, take the opposite view. *St. L. W. & W. R. R. v. Curl,* 28 Kans. 622; *Ditchett v. R. R.,* 67 N. Y. 425; *Langley v. R. R.,* 10 Gray 103.

NEGLIGENCE—RAILROAD CARRYING MAIL.—GERMAN STATE BANK v. MINNEAPOLIS, ETC., RY. CO., 113 Fed. 414.—Plaintiff deposited in the United States mail a registered package, containing $3000 in currency. The package was carried in a mail sack on defendant's train to its station, where through negligence of the company, it was extracted from the mail sack. *Held,* that the railroad company was not liable.

No legislation has ever arisen before on this subject. A railroad company carrying the mails does not assume as to them any of the duties or responsibilities of a common carrier. As to the mail itself the railroad has no duty except what it owes to the government, its employer.

NEGLIGENCE—STREET R. R.—REPAIRS OF STREET—ADMISSIBILITY OF MUNICIPAL RESOLUTION.—WELCH v. SYRACUSE RAPID T. CO., 75 N. Y. 173.—R. R. Law, Section 98 requires street Ry. Co. to keep in permanent repair portion of street two feet outside its tracks, under supervision of city. City Charter, Section 30 authorizes mayor and council to regulate and repair streets. Passenger on defendant's cars was injured by stepping into a hole in pavement made by a paving company working under city authority. *Held,* the resolution of city council empowering company to repave street is admissable to show whether or not defendant was negligent.